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George Baker Thomson, Jr.
Corporate Counsel

December 19, 2008

Patricia Van Gerpen
Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501

Re: Single Point of Presence ("SPOP") in the LATA Amendment to the
Interconnection Agreement between Qwest Corporation and Verizon Wireless
fka CommNet Cellular, Inc. for the State of South Dakota

Dear Ms. Van Gerpen:

Enclosed for filing for approval by the South Dakota Public Utilities Commission pursuant to 47 U.S.C. § 252 is the Single Point of Presence ("SPOP") Amendment to the Interconnection Agreement between Qwest Corporation and Verizon Wireless fka CommNet Cellular, Inc., approved by the Commission on July 17, 1997, Docket TC-97-044, for the State of South Dakota.

Contact information for Verizon Wireless is as follows:

Mary Bacigalupi
Cellco Partnership, d/b/a Verizon Wireless
2775 Mitchell Dr., MS 7-1
Walnut Creek, CA 94598
Phone: 925-279-6006

Please contact me if you have any questions or concerns. Thank you.

Sincerely,

George Baker Thomson, Jr.

Enclosure

cc: Mary Bacigalupi, Cellco Partnership, d/b/a Verizon Wireless

cc: Colleen Sevold

default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

4. Entire Agreement

This Agreement (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Agreement and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Agreement.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Verizon Wireless

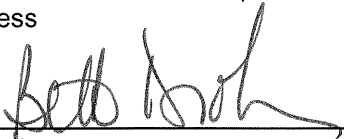
Missouri Valley Cellular, Inc. d/b/a Verizon Wireless
By CommNet Cellular Inc., Its Managing Agent

Sanborn Cellular, Inc. d/b/a Verizon Wireless
By CommNet Cellular Inc., Its Managing Agent

Eastern South Dakota Cellular, Inc. d/b/a Verizon
Wireless

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

Cellular Inc. Financial Corporation d/b/a Verizon
Wireless




Signature

Beth Drohan
Name Printed/Typed

Area Vice President Network – Midwest Area
Title

12/8/08
Date

Qwest Corporation



Signature

L.T. Christensen
Name Printed/Typed

Director- Interconnection Agreements
Title

12/8/08
Date

**Single Point of Presence (“SPOP”) in the LATA Amendment
to the Interconnection Agreement Between
Verizon Wireless (fka CommNET Cellular, Inc.)
and
Qwest Corporation
for the State of South Dakota**

This Amendment (“Amendment”) is made and entered into by and between the Verizon Wireless entities listed on the signature page of this Amendment (fka CommNET Cellular, Inc.) (Collectively “WSP”) and Qwest Corporation (“Qwest”).

RECITALS

WHEREAS, WSP and Qwest entered into an Interconnection Agreement that was approved by the Commission; and

WHEREAS, WSP and Qwest desire to amend the Agreement by adding the terms and Conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment Terms

This Amendment is made in order to add terms, and conditions for Single Point of Presence (“SPOP”) in the LATA as set forth in Attachment 1 and Exhibit A attached hereto and incorporated herein.

Neither Party shall lose any of its rights from the original contract by entering into this Amendment for SPOP.

Rates in Exhibit A will reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.

2. Effective Date

This Amendment shall be deemed effective upon the Commission approval, however, the Parties may agree to implement the provisions of this Amendment upon execution.

3. Further Amendments

Amendments; Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Agreement may not be given without the written consent thereto by both Parties’ authorized representative. No waiver by any party of any

Attachment 1

Single Point of Presence (SPOP) in the LATA is a Local Interconnection Service (LIS)/Type 2 Interconnection trunking option that allows WSP to establish one physical point of presence in the LATA in Qwest's territory. Qwest and WSP may then exchange traffic at the SPOP utilizing trunking as described in the following.

1.1 By utilizing SPOP in the LATA, WSP can deliver both Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access traffic and Exchange Service EAS/Local traffic at Qwest's Access Tandem Switches. WSP can also utilize Qwest's behind the tandem infrastructure to terminate traffic to specific end offices. The SPOP is defined as the WSP's physical point of presence. This allows for a trunk group from a POI in one Local Calling Area (LCA) to be ordered to a local tandem or end office in another LCA which is otherwise not available, absent this amendment.

1.2 SPOP in the LATA includes an Entrance Facility (EF), Expanded Interconnect Channel Termination (EICT), or Mid Span Meet POI and Direct Trunked Transport (DTT) options available at both a DS1 and DS3 capacity.

1.3 Where WSP intends to send calls through a Qwest local tandem to a subtending end office that WSP intends to terminate traffic, the following conditions apply:

1.3.1 All local trunking must be ordered to the Qwest local tandem for the Qwest end office served by the Qwest local tandem, subject to the 512 CCS rules. Alternatively, the WSP may choose to use the Qwest access tandem for local traffic in those circumstances where the traffic volumes (less than 512 CCS) do not justify direct connection to the Qwest local tandem. When there is a DS1's worth of local traffic (512 CCS) between the WSP's SPOP and those Qwest end offices subtending a Qwest local tandem, WSP will order a direct trunk group to the Qwest local tandem.

1.3.1.1 When a WSP has an NXX that subtends a local tandem, but the anticipated traffic to and from the NXX is less than 1 DS1s (512 CCS) worth of traffic, the WSP may choose to use the access tandem for local traffic in the circumstances described above in 1.3.1. The WSP will be required to submit an electronic letter on WSP letterhead to Qwest listing the local tandems to which they will not interconnect. This letter should include, the local tandem CLLI(s) and the WSP specific NPA-NXXs for the local tandems. In addition, WSP will provide a revised electronic letter to Qwest of any changes in the network configuration or addition/deletions of NPA-NXXs of the aforementioned local tandems.

1.3.2 Connections to a Qwest local tandem may be two-way or one-way trunks. These trunks will carry Exchange Service EAS/Local traffic only.

1.3.3 A separate trunk group to the Qwest access tandem is necessary for the exchange of Exchange Access (IntraLATA Toll Non-IXC) traffic and Jointly Provided Switched Access traffic.

1.4 Where there is no Qwest local tandem serving a Qwest end office, WSP may choose from one of the following options:

1.4.1 A two-way WSP LIS/Type 2 trunk group to the Qwest access tandem for WSP traffic terminating to and originating from the Qwest network that combines Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access traffic.

1.4.2 A two-way WSPLIS/Type 2 trunk group to the Qwest access tandem for WSP Jointly Provided Switched Access traffic terminating to and originating from the IXC Feature Group (FG) /B/D network through the Qwest network and an additional two-way trunk group to the Qwest access tandem for the combined Exchange Service EAS/ Local and Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to and originating from the Qwest network.

1.4.3 A one-way terminating WSP LIS/Type 2 trunk group to the Qwest access tandem for WSP traffic destined to the Qwest network that combines Exchange Service EAS/Local, Exchange Access (Intra LATA Toll Non-IXC) and Jointly Provided Switched Access traffic.

1.4.4 WSP may utilize a one-way LIS/Type 2 trunk group to the Qwest access tandem for Jointly Provided Switched Access traffic terminating to the IXC FG /B/D network through the Qwest network, and an additional one-way trunk group to the Qwest access tandem for the combined Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to and originating from the Qwest network.

1.4.4.1 If WSP orders either of the above one-way trunk options, Qwest will return the traffic via one combined trunk group for Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access.

1.5 WSP will interconnect to each Access Tandem in the LATA for the exchange of LEC originated IntraLATA Toll and Jointly Provided Switched Access traffic, unless waiver in Exhibit A is implemented.

1.6 Transit service will be provided by Qwest pursuant to the terms and conditions for transit traffic in WSP's Agreement.

1.7 The 512 CCS requirements pursuant to WSP's Agreement will apply for direct trunking to Qwest end offices.

1.8 If Direct Trunked Transport is greater than 50 miles in length, and existing facilities are not available in either Party's network, and the Parties cannot agree as to which Party will provide the facility, the Parties will construct facilities to a mid-point of the span.

1.9 WSP will provide notification to all Co-Providers in the local calling areas of WSP's change in routing when the WSP chooses to route its traffic in accordance with Qwest's SPOP interconnection trunking.

1.10 Ordering

1.10.1 Prior to ordering, Qwest and WSP will work together to review WSP's network configuration in order to ensure correct and complete ASR ordering.

1.10.2 SPOP in a LATA will be ordered based upon the standard ordering process for the type of facility chosen. See the Qwest Interconnection and Resale Resource Guide for further ordering information.

1.10.3 WSP will issue ASRs to convert existing access tandem trunk groups to SPOP trunk groups.

1.10.4 In addition, the ASR ordering SPOP trunks will include SPOP Remarks "Single POP in LATA " and the SPEC Field must be filled out with the appropriate code.

EXHIBIT A
SINGLE POINT OF PRESENCE WAIVER

Qwest will waive the requirement for WSP to connect to each Qwest Access Tandem in the LATA with this waiver amendment.

WSP certifies:

That it will not originate any traffic destined for subtending offices of Qwest's Access Tandems for which WSP seeks a waiver or, if WSP does originate such traffic, that WSP will route such traffic to a Non-Qwest network; and WSP certifies that it has no end users in the serving area of the Qwest Access Tandem for which WSP seeks a waiver.

WSP will send an electronic letter to Qwest indicating the Qwest access tandems subject to this waiver at the time of ordering trunks required to implement SPOP in the LATA. In addition, WSP will provide a revised electronic letter to Qwest advising of any changes in the network configuration of the aforementioned access tandems. Should WSP desire to begin serving end users in the serving area of a Qwest access tandem currently under this waiver, WSP must first establish trunking to the Qwest access tandem. Additionally, should WSP desire to originate traffic destined to a Qwest end office subtending a Qwest access tandem currently under this waiver, WSP must first establish trunking to the Qwest access tandem.

Should misrouted traffic occur, the Parties agree to meet within forty-five (45) days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or groups. WSP will then have thirty (30) days from the date of meeting to correct such misrouting on that trunk group or groups. If further misrouting occurs or continues after that date on the same trunk group or groups as the original misrouting identified, the Parties agree to meet again within thirty (30) days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or groups. WSP will then have thirty (30) days from the date of meeting to correct such misrouting. If further misrouting occurs or continues after that date on the same trunk group or groups, Qwest will consider this waiver null and void and all requirements in Attachment 1 or in the existing Interconnection Agreement currently in effect between the Parties will be reinstated. If the parties disagree about whether the traffic identified by Qwest was actually misrouted, the Parties agree to avail themselves of the dispute resolution provision of their interconnection agreement.